

SECTION A

SOLICITATION/CONTRACT FORM

NOTE:

For Section A, the Offeror is referred to Standard Form (SF) 33. This form must be separately downloaded. Please complete SF 33 and include in Volume II, Business Proposal. Refer to Section L.7.C.2 of this solicitation.

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. Brief Description of Services Required

The Contractor shall provide Wellness/Fitness Professional Services for the Division of Federal Occupational Health (FOH), Clinical Product Line. In providing these services, the Contractor will work independently, or as part of a team, servicing FOH customer agencies in the Washington, DC Metropolitan Area (refer to Section J, Attachment A).

B.2. Consideration and Payment

In consideration of the satisfactory performance of the Wellness/Fitness Professional Services, which are described in detail in Section C, the Contractor will be compensated for actual hours worked at the fully loaded negotiated fixed hourly rate shown in the following schedule (refer to Section L.7.C.1. for instructions and information concerning completion of Section B.2.).

A. Wellness/Fitness Coordinator

\$_____per hour	x 2000 hours =	\$_____	Total Base Yr. (Ceiling)
\$_____per hour	x 2000 hours =	\$_____	Total Option Yr. 1 (Ceiling)
\$_____per hour	x 2000 hours=	\$_____	Total Option Yr. 2 (Ceiling)
\$_____per hour	x 2000 hours=	\$_____	Total Option Yr. 3 (Ceiling)
\$_____per hour	x 2000 hours=	\$_____	Total Option Yr. 4 (Ceiling)

Total Contract Ceiling Amount All Years \$_____

B. Wellness/Fitness Associate

\$_____per hour	x 2000 hours =	\$_____	Total Base Yr. (Ceiling)
\$_____per hour	x 2000 hours =	\$_____	Total Option Yr. 1 (Ceiling)
\$_____per hour	x 2000 hours=	\$_____	Total Option Yr. 2 (Ceiling)
\$_____per hour	x 2000 hours=	\$_____	Total Option Yr. 3 (Ceiling)
\$_____per hour	x 2000 hours=	\$_____	Total Option Yr. 4 (Ceiling)

Total Contract Ceiling Amount All Years \$_____

C. Exercise Leader

\$_____per hour	x 520 hours =	\$_____	Total Base Yr. (Ceiling)
\$_____per hour	x 520 hours =	\$_____	Total Option Yr. 1 (Ceiling)
\$_____per hour	x 520 hours=	\$_____	Total Option Yr. 2 (Ceiling)
\$_____per hour	x 520 hours=	\$_____	Total Option Yr. 3 (Ceiling)
\$_____per hour	x 520 hours=	\$_____	Total Option Yr. 4 (Ceiling)

Total Contract Ceiling Amount All Years \$_____

B.3. Fixed Fully Loaded Hourly Rates

The fixed hourly rates provided in this schedule shall be a fully loaded rate which is all inclusive of the direct labor, fringe benefits, applicable indirect rate and profit. The Contractor shall be responsible for payment of all required federal, state and local taxes, workers' compensation (if applicable), and other similar taxes or insurance.

Note: The Government's full-time person-year consists of 2000 hours (40 hours per week times 52 weeks, less 80 hours for Federal holidays as identified in Section F). The Government may elect to award contracts for less than full-time Wellness/Fitness Professionals (refer to Section L.7.C. for additional information concerning part-time Wellness/Fitness Professional services).

B.4. Contract Funding

The Contractor is advised that performance of the services required under this contract will cross fiscal years. The Federal Government's fiscal year begins October 1 and ends on September 30. Current contract funding in the amount of \$(to be entered upon contract award) is obligated for contract performance commencing on the effective date of the contract through September 30 of the current fiscal year. Refer to Section I, FAR 52.232-18 entitled, "Availability of Funds (APR 1984)" for continuation of contract performance beyond September 30.

B.5. Travel Costs

Travel may be required as part of providing services detailed in Section C of this contract. All travel arrangements and reimbursement of costs, if applicable, will be made through contractual means other than this contract. The Contractor shall discuss with, obtain approval from, and coordinate travel arrangements with the Government Project Officer.

SECTION C

DESCRIPTION /SPECIFICATION/WORK STATEMENT

C.1. Background

The Division of Federal Occupational Health (FOH) provides occupational health (OH) consultation, and stimulates the development of improved OH and safety programs throughout the Federal Government. FOH defines OH from the Federal Government perspective as: a comprehensive approach to improving the health and safety of the Federal work force. Through various clinical, environmental, educational, and risk-based prevention programs, OH services can increase the productivity, and decrease FOH's liability and health care costs. FOH's mission is to be the benchmark for Federal OH programs.

FOH is a one hundred percent reimbursable activity; i.e., it receives no directly appropriated funds, and its entire cost of operations is defrayed by the income it earns from services provided to Federal agencies, at cost, under Economy Act interagency agreements. It operates in an entrepreneurial business environment, competing with other public and private sector organizations for FOH's business. It markets its services and consultation to customers based on a value and quality of product, and is accountable to its customers for performance.

FOH has three product lines: Clinical Services and Consultation, Environmental Health, and Employee Assistance Programs. FOH offers two categories of clinical services:

(1) Basic Occupational Health Center Services (BOHCS) at fixed locations in federal facilities to provide walk-in, first response care for on-the-job injuries and illnesses, plus preventive care, health education, limited physician-order services, and (2) Special Clinical Services such as medical surveillance examinations, clearance for exercise, medical employability reviews, and occupational medicine consultation--either in conjunction with a BOHCS or at other locations.

As part of the Clinical Services product line, FOH, provides comprehensive Wellness/Fitness Professional services to customer agencies nationwide. These services include: daily operation and management of wellness/fitness centers, wellness programming, fitness programming, fitness testing, online health promotion, health risk appraisals, and facility design.

C.2. Purpose

The purpose of this contract is to engage a variety of Wellness/Fitness Professionals, who will work independently, or as part of a team, in providing wellness/fitness services to FOH customer agencies. Section B.1. identifies the specific Wellness/Fitness Professional(s) that may be awarded a contract.

C.3. General Contractor Responsibilities For All Positions

Contractors awarded any portion of this contract will be expected to perform the following general requirements:

A. Confidentiality of Information

The Contractor shall treat all records containing employee medical information as medically confidential and maintain them in accordance with the Privacy Act of 1974 and within FOH program guidelines. Unless otherwise specified, all financial, statistical, personnel and/or technical data which is furnished, produced or otherwise available to the Contractor during the performance of this contract are considered confidential and shall not be used for purposes other than performance of work under this contract nor released by the Contractor without the prior written consent of the Project Officer. Any presentation of any statistical or analytical materials, or any reports based on information obtained from any work covered by this contract, will be subject to review by FOH before publication or dissemination.

B. Ownership of Documents, Materials, Records

Any documents, materials, or records provided to the Contractor, developed or maintained by the Contractor in the performance of the contract are deemed to be property of FOH.

C. Liabilities of the Contractor

The Contractor is not covered by the Federal Torts Claims Act of August 2, 1946, against malpractice suits while in the performance of his/her professional duties for FOH. The Contractor assumes all legal and professional responsibilities and liabilities attendant on the professional practices of himself/herself and provides a copy of the liability insurance certification to the Project Officer.

The Contractor shall not introduce new procedures or services which are not in compliance with services required under the customer agency's Interagency

Agreement.

D. Unusual Event

All Contractors must report unusual events/emergencies such as death of clients, bomb threats, etc., to the Project Officer immediately and follow the steps outlined in Section I-3 of the *FOH Wellness/Fitness Guidelines and Administrative Policies*.

E. Referrals to Private Practice or Services in Which the Contractor has Financial Interest

Contractors may not make referral of any Federal employee (or any other person or agency receiving services under this contract) to himself/herself for any services to be provided by the Contractor while this contract is in effect, (e.g. an exercise specialist may not refer Federal employees or any other persons receiving services in the FOH service provision site to their private personal training business or to any other service delivery party with which the exercise specialist has a financial association). Violation of these prohibitions will be deemed as a conflict of interest and may be judged as grounds for termination of the contract.

F. Contractor's Scheduled and Unanticipated Unavailability to Perform Services

The Contractor is expected to deliver the services within the time frames specified in this contract. Should the Contractor subsequently find that he/she is unable to deliver services as specified, the Contractor must notify the Project Officer or his/her designee in writing at least **two (2) weeks** in advance of the scheduled delivery and follow the FOH Wellness/Fitness staffing policy found in the *Wellness/Fitness Guidelines and Administrative Policies*. In the event of emergencies, e.g., sudden and unanticipated illness, that would prevent the Contractor from delivering services, the Contractor shall contact the Project Officer or his/her designee as soon as possible **prior to the scheduled service delivery time.**

G. Attire

The Contractor shall wear professional wellness/fitness attire and maintain a professional appearance at all times while providing services under this contract. Contract providers performing services in the Wellness/Fitness Centers shall dress in accordance with the dress policies of the customer agency site. General clothing requirements include: shoes shall cover the foot to meet sanitation and safety requirements. Examples of inappropriate attire include: open toed shoes and sandals, tank-top shirts, cut-offs; shower shoes or similar items.

H. Name Badge

For building access and security purposes, the Contractor shall wear an identification badge, which is clearly visible at all times. FOH will be responsible for arranging building access and obtaining Contractor badges (refer to Section C.5.i. Building Access/Security).

I. Purchases

The Contractor may not commit FOH to procure services, supplies, furnishings or equipment. The Contractor will follow the procurement procedures outlined in the FOH *Wellness/Fitness Guidelines and Administrative Policies*.

J. Contractor Provided Equipment/Supplies

The Contractor shall supply his/her professional reference materials and obtain at his/her own cost continuing education required to keep current in his/her professional field.

C.3.1. Specific Contractor Responsibilities

In addition to the general requirements, the Contractor shall be responsible for performing the following specific requirements applicable to the Wellness/Fitness Professional(s) for which this contract has been awarded (refer Section B.2.):

A. Wellness/Fitness Coordinator

Plans, develops, coordinates and implements all activities of the Wellness/Fitness Center/Program (WFC/P). These activities include, but are not limited to the following:

1. Oversees designated wellness/fitness program(s), ensuring that all services under the agreements have been delivered and reported to the appropriate FOH program manager.
2. Provides orientation and training in FOH *Wellness/Fitness Guidelines and Administrative Policies* to specified new providers, delegates this function to appropriate providers and provides oversight.
3. Provides communication to the staff on new policies or changes in old policies or procedures.

4. Ensures that all W/FC/Ps are staffed according to the scope of work and that work schedules are modified to meet fluctuating workloads.
5. Implement the pre-participation evaluation and annual re-stratification process in accordance with FOH *Wellness/Fitness Guidelines and Administrative Policies*.
6. Implement and/or coordinate fitness programs - these programs may include components such as fitness assessments, exercise plans, equipment and exercise orientations, regularly scheduled exercise classes (e.g., low, medium and high impact aerobics, step aerobics, toning and stretching) at various intensity levels (easy to hard), muscular/strength training, and cardiovascular training. All programs will be provided in accordance with FOH *Wellness/Fitness Guidelines and Administrative Policies* and with the FOH customer agency requirements.
7. Implement and/or coordinate wellness activities – depending on the IAG statement of work, these activities could include wellness seminars, wellness classes, incentive programs and contests. All wellness activities will be based on needs and interests of the employees.
8. Recommend the purchase of any needed exercise equipment to the FOH Program Manager.
9. Daily routine maintenance of existing exercise equipment and supplies to ensure quality, reliability, safety and adaptability for all participants including the physically challenged.
10. Consult and coordinate with facility management when necessary regarding facility cleanliness and repair.
11. Coordinate and/or ensure that supplies, equipment, files and client records are maintained in properly secured storage.
12. Customer satisfaction surveys will be done at least annually and provide results to the FOH Program Manager.
13. Implement or coordinate the wellness/fitness program newsletter and bulletin boards – if required by interagency agreement.

14. Assists the Wellness/Fitness Program Manager Assistant in the finding, interviewing, and management of specified wellness/fitness staff.
15. Perform other related duties that may develop or be assigned.

B. Wellness/Fitness Associate

Provides operational Wellness/Fitness Professional services in the W/FC/P under the direction of the Wellness/Fitness Coordinator. In the absence of a Wellness/Fitness Coordinator, the Associate will provide the duties as outlined below and will receive technical direction on program and facility policies and procedures from the FOH Program Manager or Assistant. These services may include, but are not limited to the following:

1. Implement the pre-participation evaluation and annual re-stratification process in accordance with FOH *Wellness/Fitness Guidelines and Administrative Policies*.
2. Implement fitness programs - these programs may include components such as fitness assessments, exercise plans, equipment and exercise orientations, regularly scheduled exercise classes (e.g., low, medium and high impact aerobics, step aerobics, toning and stretching) at various intensity levels (easy to hard), muscular/strength training, and cardiovascular training. All programs will be provided in accordance with FOH *Wellness/Fitness Guidelines and Administrative Policies* and with the FOH customer agency requirements.
3. Implement wellness activities – depending on the IAG statement of work, these activities could include wellness seminars, wellness classes, incentive programs and contests. All wellness activities will be based on needs and interests of the employees.
4. Recommend the purchase of any needed exercise equipment to the FOH Program Manager.
5. Daily routine maintenance of existing exercise equipment to ensure quality, reliability, safety and adaptability for all participants including the physically challenged.
6. Consult and coordinate with facility management when necessary regarding facility cleanliness and repair.

7. Coordinate and/or ensure that supplies, equipment, files and client records are maintained in properly secured storage.
8. Customer satisfaction surveys will be done at least annually and provide results to the FOH Program Manager.
9. Implement a wellness/fitness program newsletter and bulletin boards – if required by interagency agreement.
10. Perform other related duties that may develop or be assigned.

C. Exercise Leader

Provides group or individual exercise information, instruction, and/or leadership in the W/FC/P under the general direction of the Wellness/Fitness Coordinator or Area Coordinator and will be required to provide exercise class instruction such as step, low/high impact aerobics, cycling, calisthenics, and stretch/relaxation.

C.4. Personnel Qualifications

Below is a list of preferred certifications which will be considered acceptable for meeting certification requirements of positions identified in this Statement of Work. To determine certification requirements applicable to a specific position, Contractors should refer to position specific personnel qualifications identified for each position under Section C.4.1. of this document. Contractors must maintain a current certification in his/her professional field, CPR, and liability insurance for the duration of this contract.

A. American College of Sports Medicine

1. Exercise Test Technologist
2. Exercise Specialist
3. Health/Fitness Instructor
4. Health/Fitness Program Director
5. Exercise Leader

B. National Strength and Conditioning Association

1. Strength and Conditioning Specialist

C. American Council on Exercise (Formerly IDEA)

1. Personal Fitness Trainer
2. Dance Exercise Instructor

D. The Aerobics and Fitness Association of America

1. Aerobic Exercise Instructor

E. American Physical Therapy Association

1. Cardiopulmonary Specialist

F. National Academy of Sports Medicine

1. Certified Personal Fitness Trainer
2. Certified Personal Trainer, Diplomat

C.4.1. Position Specific Qualifications

A. Wellness/Fitness Coordinator

1. Education

Required: Wellness/Fitness Professional with a bachelors degree (or equivalent education and experience) in a physical health related field. FOH defines equivalent education and experience to be five (5) years of experience in the wellness/fitness field and three (3) acceptable wellness/fitness certifications (refer to Section C.4.). **In some instances, the Wellness/Fitness Coordinator may be required to have a Masters degree to fulfill FOH's contract with the customer agency.**

2. Required Certifications

- a. CPR
- b. Wellness/Fitness

3. Experience

- a. Required: One (1) year experience in wellness/fitness management in corporate or health club wellness/fitness.
- b. Must have training or experience in fitness assessments, exercise prescriptions, wellness programming.
- c. Must be qualified to perform various types and level of group exercise classes such as step, low/high impact aerobics, cycling, calisthenics, and stretch/relaxation.

B. Wellness/Fitness Associate

1. Education

Required: Wellness/Fitness Professional that has educational training in a wellness/fitness related field from a state or nationally recognized institution.

2. Required Certifications

- a. CPR
- b. Wellness/Fitness

3. Experience

- a. Must have training or experience in fitness assessments, exercise prescriptions.
- b. Must be qualified to provide various types and levels of group exercise classes such as step, low/high impact aerobics, cycling, calisthenics and stretch/relaxation.

C. Exercise Leader

1. Required Certifications

- a. CPR
- b. Group Exercise Instruction

2. Experience

Must be qualified to provide various types and levels of group exercise classes such as step, low/high impact aerobics, cycling, calisthenics, and stretch/relaxation. Must be able to answer basic questions related to exercise science.

C.5. Government Responsibilities

FOH will be responsible for the following:

A. Technical Direction and Guidance

FOH shall provide the Contractor with a general orientation to, and copies of, policy documents for services to be provided by the FOH program. The Contractor shall consult with Project Officer or his/her designee on matters of policy or procedures interpretation.

Services provided by the Contractor shall be reviewed periodically by the Project Officer for conformance to the requirements specified in this contract.

B. Training Requirements

FOH will provide Blood Borne Pathogen (BBP) training and Immunizations to all Contractors. The OSHA standards requires FOH to familiarize providers in BBP exposure prevention and to offer immunization against Hepatitis B to those Contractors who elect to be immunized. The Contractor must participate in the initial and annual BBP training.

FOH may determine that it has a requirement for additional training/certification of Contractors under this contract. FOH will pay for this additional training/certification on a one-time basis. If this contract is terminated before the end of the contract period, the Contractor must reimburse FOH for the training/certification expense.

C. Facilities

FOH shall furnish facilities for the provision of the services prescribed in this contract. Utilization of the facility by the Contractor shall be in strict accordance with the guidelines and standards of the Federal Government. FOH shall provide utilities required for the normal operation of the facility.

D. Equipment and Furnishings

The FOH program shall provide equipment necessary for the performance of the services to be provided under this contract with exceptions noted elsewhere in the contract. Government provided equipment and furnishings shall be maintained (e.g., repairs, preventive maintenance) by FOH. Title to such furnishings and equipment provided by FOH shall vest with FOH.

E. Use of Government Facilities, Furnishings, Supplies and Equipment

Government-furnished equipment, supplies or services provided by other Government Contractors (e.g., lab) shall be utilized only in direct support of FOH's program. The Contractor is not authorized to utilize Government provided equipment, supplies, or services for personal use, in support of any other services, nor is the Contractor authorized to utilize Government medical or office supplies or equipment for other than the purposes specifically intended by this contract. The Contractor shall assume responsibility and liability for the loss or damage of equipment, furnishings and facilities provided by FOH when caused by other than normal operating usage, and for losses attributable to the acts of negligence on the part of the Contractor.

F. Unanticipated Closure of Service Delivery Sites

Notice of unanticipated closure of one (1) day or more of service delivery sites will be made to the Contractor by the Project Officer as far in advance as possible. Since most closures are the result of inclement weather or sudden problems with facilities, the amount of advance notice may be limited. In those instances where notification of closure of Service Delivery Sites is 24 hours or less, the Contractor will be compensated. Otherwise, no compensation will be made to Contractors for periods when services are not delivered.

G. Location

FOH provided facilities to be used in performance of this contract are listed in Section J, Attachment A.

H. Hours of Operation

Hours of operation are listed in Section J, Attachment A of this contract. The Contractor shall perform the wellness/fitness services in accordance with a regular work schedule that will be mutually agreed upon by the Contractor and the Government at the time of contract award. Changes in work schedule coverage may be initiated by the Site Coordinator, Area Coordinator or Project Officer. Regardless of work schedule changes, the facility must be staffed in accordance with the requirements of the customer agency's Interagency Agreement and the hours of operation listed in Section J, Attachment A.

I. Building Access/Security

FOH will supply the Contractor with a photo identification badge and card key for building access, issued by the local security activity. The identification badge shall be displayed while on site according to local security requirements and office policy.

C.6. Contractor Travel

Local travel is defined as travel of less than 35 miles one-way as specified in the Federal Travel Regulations (FTR), 41 CFR, Chapter 301. For local travel, the provider must submit a "Claim for Reimbursement" form for authorized travel expenses. This form will be made available upon contract award. The Contractor will not be reimbursed for local travel costs between his or her residence and the local service delivery site.

Travel orders will be issued by FOH to any providers who are required to be in travel status longer than 12 hours and/or travel more than 35 miles (BOTH conditions must be met) and when a car rental or air/rail ticket is required. The Project Officer will pre-approve all travel requests before a government travel order is issued. While in travel status to an off-site location,

Contractors are paid their usual hourly rate and are reimbursed for official travel cost (privately owned vehicle mileage, parking, tolls, per diem, lodging, etc.) in accordance with FOH travel reimbursement policies. Refer to Clinical Product Line Administrative Guidelines Manual, Policy Number A-21 dated Apr. 1997.

Travel may be required as a part of providing wellness/fitness services detailed in Section C of this contract. All travel arrangements and reimbursement of costs, if applicable, will be made through other contractual means other than this contract. The Contractor shall discuss with, obtain approval from, and coordinate travel arrangements with the Project Officer.

C.7. Deliverables

The Contractor must provide the following deliverables:

A. Wellness/Fitness Services and Reports

The Contractor shall provide specific wellness/fitness services and written reports in accordance with Section C, and FOH Wellness/Fitness Guidelines and Administrative Policies. The FOH Wellness/Fitness Guidelines and Administrative Policies will be made available upon contract award.

SECTION D

PACKAGING AND MARKING

D.1. Marking

All reports and documentation required as deliverables in accordance with Section F of this contract, shall be marked as follows:

- a. Name of Contractor;
- b. Contract Number, and
- c. Title or Description of the item(s) contained therein.

SECTION E

INSPECTION AND ACCEPTANCE

E.1. Inspection and Acceptance

The Project Officer, as a duly authorized representative of the Contracting Officer, shall assume the responsibilities for monitoring the Contractor's performance, evaluating the quality of services provided by the Contractor, and performing final inspection and acceptance of deliverables.

E.2. FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/facframe.html>

52.246-6 Inspection–Time-and-Material and Labor-Hour (MAR 2001)

SECTION F

DELIVERIES OR PERFORMANCE

F.1. Period of Performance

The period of performance shall be twelve (12) months beginning on the effective date of the contract with four (4) twelve (12) month option periods. These options may be exercised in accordance with Federal Acquisition Regulation (FAR) Clause 52.217-9 entitled, "Option to Extend the Term of the Contract." See Section I.1. for additional information pertaining to exercising option periods.

F.2. Place of Performance and Hours of Coverage

The Government requires performance of Wellness/Fitness Professional services, detailed in Section C of this contract, in the Government facilities located in the Washington, DC Metropolitan area (refer to Section J, Attachment A). Upon contract award, the Government will identify the specific place of performance (i.e., customer agency and location of the wellness/fitness facility) and the hours of coverage (refer to Section C.5.H. for additional requirements on hours of operation and coverage).

F.3. Deliverables

The Contractor shall prepare and submit the following deliverables on the required due date, in the quantity stated to the Project Officer. This individual will be identified upon contract award (see Section G.1.2.):

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>
1.	Provide specific wellness/fitness services and written reports in accordance with Section C, and FOH Wellness/Fitness Guidelines and Administrative Policies	As Requested	Ongoing

F.4. Observance of Federal Holidays

The services described in Section C of this contract, are not required on the following holidays:

1.	New Year's Day	January 1
2.	Martin Luther King's Birthday	3rd Monday in January
3.	President's Birthday	3rd Monday in February
4.	Memorial Day	Last Monday in May

5.	Independence Day	4th of July
6.	Labor Day	1st Monday in September
7.	Columbus Day	2nd Monday in October
8.	Veteran's Day	11th of November
9.	Thanksgiving Day	4th Thursday in November
10.	Christmas Day	25th of December

F.5. FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/facframe.html>

52.242-15 Stop Work Order (AUG 1989) Alternate I (APR 1984)

SECTION G

CONTRACT ADMINISTRATION DATA

G.1. Authorities of Government Personnel

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government's points of contact during the performance of this contract:

a. Contracting Officer

All administration shall be performed by Naomi A. Haney-Ceresa, Contract Specialist, HRSA, Contract Operations Branch, Parklawn Building, Room 13A-19, 5600 Fishers Lane, Rockville, Maryland 20857. All communications pertaining to contractual and/or administrative matters under the contract should be addressed to James L. Quinn, Contracting Officer, at the aforementioned address.

b. Project Officer

The Project Officer shall be designated on the authority of the Contracting Officer at the time of contract award to monitor all technical aspects of the contract. The type of actions within the purview of the Project Officer's authority are to assure that the Contractor performs the technical requirements of the contract and to notify both the Contractor and the Contracting Officer of any deficiencies observed. A letter of designation shall be issued to both the Project Officer and the Contractor at the time of contract award setting forth, in full, the responsibilities and limitations of authority of the Project Officer.

G.2. Technical Monitoring

Performance of the work under this contract shall be subject to the technical monitoring of the Project Officer. The term "Technical Monitoring" is defined to include, the following:

- a. Technical directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or assignments, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish contractual scope of work.

- b. Providing information to the Contractor for assistance in the interpretation of drawings, specifications or technical portions of the work description.
- c. Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

Technical direction must be within the general scope of the work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which (i) constitutes an assignment of additional work outside the general scope of the contract; (ii) constitutes a change as defined in the contract clause entitled "Changes;" (iii) in any manner causes an increase in the total contract cost or the time required for contract performance; or (iv) changes any of the expressed terms, conditions, or specifications of the contract.

All technical directions shall be issued in writing by the Project Officer or shall be confirmed by him/her in writing within five (5) working days after issuance.

The Contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed within his authority under this provision.

If, in the opinion of the Contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in (i) through (iv) above, the Contractor shall not proceed, but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in his opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause of the contract. The Contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled "Disputes."

G.3. Post Award Evaluation of Past Performance

Interim and final evaluations of Contractor performance shall be conducted on this contract in accordance with FAR Subpart 42.15 and HHSAR 342.7002(c)(2)(iv). Upon contract completion, the Government shall complete a final evaluation of the Contractor's performance. The Past Performance Evaluation form (Refer to Section J, Attachment B) will be utilized for these evaluations.

G.4. Submission of Invoices

The Contractor shall submit a monthly invoice by facsimile (816/374-6145) to the following address:

DHHS/Health Resources Services Administration
Division of Federal Occupational Health
Attention: Ms. Janet Morris
1150 Grand, Suite 800
Kansas City, MO 64106
Reference Contract Number: **(to be inserted upon contract award)**

G.5. Minimum Information

The Contractor agrees to include the following information on its invoice:

- a. Contractor's name, invoice number and date;
- b. Contract number;
- c. Description, price and quantity of services/products delivered;
- d. Date of service;
- e. Payment terms;
- f. Tax identification number;
- g. Contractor's complete remittance address; and
- h. Signature of an authorized official certifying that the invoice is correct and proper for payment.

Note: The standard Federal Government payment terms are Net 30 days. If a change in the standard payment terms is required, the Contractor must submit a written request for a change in the standard payment terms which includes a complete explanation detailing the circumstances which warrant payment terms other than Net 30 days. This request must be submitted as a part of the Contractor's business proposal. The Government will take into consideration the information provided in establishing other than standard payment terms.

G.6. Payment Shall be Made by

PSC/Financial Management Service
Parklawn Building, Room 16A-12
5600 Fishers Lane
Rockville, MD 20857

Telephone Number: (301) 443-3020

G.7. Key Personnel

Key Personnel are considered essential to the work being performed under this contract. Prior to removing, replacing, or diverting the specified individual, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. No diversion shall be made by the Contractor without the written consent of the Contracting Officer provided that the Contracting Officer may ratify in writing changes made due to events beyond the control of the Contractor and such ratification shall constitute the consent of the Contracting Officer required by this clause. Examples of events beyond the control of the Contractor are (1) prolonged sickness, (2) termination of employment, and (3) death. Key personnel, with the consent of the Contracting Officer, may be amended during the course of the contract to either add or delete personnel, as appropriate.

Name

Title

(to be entered upon contract award)

G.8. Electronic Funds Transfer

Pursuant to FAR 52.232-34 Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999), the Contractor shall designate a financial institution for receipt of electronic funds transfer payments. This designation shall be submitted in writing to the finance office set forth in Section I.1., Clause Number 45.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1. Government-Furnished Property

The Government will provide fully furnished office space/accommodations, as provided in Section C.5.E. of this document, for performance of this contract. The Contractor is referred to the applicable Government-furnished property clauses contained in Section I.

H.2. Rights to Data

The Contractor shall be prohibited from publishing or disseminating information resulting from work performed under this contract without prior written approval from the Project Officer.

H.3. Ownership of Documents, Information, and Materials

All documents, information, and materials provided to the Contractor, developed or maintained by the Contractor in performance of this contract are deemed to be the property of the Government.

H.4. Required Insurance

In addition to the requirements of Health and Human Services Acquisition Regulations (HHSAR) 352.228-7 Insurance--Liability to Third Persons, the Contractor shall obtain and keep in force and effect during the term of this contract, including all extensions, the insurance coverage stated below:

- a. Within ten (10) calendar days after the date of contract award of the contract, the Contractor shall furnish to the Contracting Officer, a certificate of written statement of the required insurance coverage stated below.
- b. The policies shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which the contract is to be performed prescribe, or (2) until 30 days after the insurer on the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- c. Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least \$1,000,000 per occurrence.

- d. Workers' Compensation: The Contractor shall carry workers' compensation insurance which complies with the provisions of the workers' compensation laws of the state (or the District of Columbia) in which this contract is being performed.

SECTION I

CONTRACT CLAUSES

I.1. Contract Clauses

A. Federal Acquisition Regulations (FAR) (48 CFR Chapter 1) Contract Clauses

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov.far/facframe.html>

<u>No.</u>	<u>Clause No.</u>	<u>Title and Date</u>
1.	52.202-1	Definitions (MAR 2001) Alternate (MAR 2001)
2.	52.203-3	Gratuities (APR 1984)
3.	52.203-5	Covenant Against Contingent Fees (APR 1984)
4.	52.203-6	Restrictions on Subcontracting Sales to the Government (JUL 1995)
5.	52.203-7	Anti-Kickback Procedures (JUL 1995)
6.	52.203-8	Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
7.	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
8.	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
9.	52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
10.	52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (JUL 1995)
11.	52.215-2	Audit and Records--Negotiation (JUN 1999)
12.	52.215-8	Order of Precedence--Uniform Contract Format (OCT 1997)
13.	52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997)
14.	52.215-12	Subcontractor Cost or Pricing Data (OCT 1997)
15.	52.215-15	Pension Adjustments and Asset Reversions (DEC 1998)

<u>No.</u>	<u>Clause No.</u>	<u>Title and Date</u>
16.	52.215-18	Reversions or Adjustments of Plans for Postretirement Benefits (PRB) Other than Pensions (OCT 1997)
17.	52.215-19	Notification of Ownership Changes (OCT 1997)
18.	52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (OCT 1997) Alternate I (OCT 1997)
19.	52.217-8	Option to Extend Services (NOV 1999)
20.	52.217-9	Option to Extend the Term of the Contract (MAR 2000)
		(a) 1 day
		(c) 5 years
21.	52.219-8	Utilization of Small Business concerns (OCT 2000)
22.	52.219-9	Small Business Subcontracting Plan (OCT 2000)
22.	52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999)
23.	52.222-3	Convict Labor (AUG 1996)
24.	52.222-21	Prohibition of Segregated Facilities (FEB 1999)
25.	52.222-26	Equal Opportunity (FEB 1999)
26.	52.222-35	Affirmative Action for Special Disabled Veterans and Veterans of the Vietnam Era (APR 1998)
27.	52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
28.	52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999)
29.	52.223-6	Drug-Free Workplace (MAR 2001)
30.	52.223-14	Toxic Chemical Release Reporting (OCT 2000)
31.	52.224-1	Privacy Act Notification (APR 1984)
32.	52.224-2	Privacy Act (APR 1984)
33.	52.225-13	Restrictions on Certain Foreign Purchases (JUL 2000)
34.	52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (JUN 2000)
35.	52.227-1	Authorization and Consent (JUL 1995)
36.	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
37.	52.227-14	Rights in Data--General (JUN 1987)
38.	52.229-3	Federal, State and Local Taxes (JAN 1991)
39.	52.229-5	Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (APR 1984)
40.	52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts (MAR 2000) Alternate II (JAN 1986)
41.	52.232-17	Interest (JUN 1996)
42.	52.232-23	Assignment of Claims (JAN 1986)
43.	52.232-25	Prompt Payment (MAR 2001)

<u>No.</u>	<u>Clause No.</u>	<u>Title and Date</u>
44.	52.232-34	Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (b) no later than 15 days prior to submission of the first request for payment
45.	52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information (MAY 1999) (c) Designated Office: Department of Health and Human Services Program Service Center Division of Financial Operations, Attn: ACH Unit 5600 Fishers Lane, Parklawn Bldg., Room 16A-12 Rockville, MD 20857 FAX: (301) 443-0562
46.	52.233-1	Disputes (DEC 1998)
44.	52.233-3	Protest After Award (AUG 1996) Alternate I (DEC 1991)
47.	52.237-2	Protection of Government Buildings, Equipment and Vegetation (APR 1984)
48.	52.242-13	Bankruptcy (JUL 1995)
49.	52.243-3	Changes--Time-and-Materials and Labor-Hours (SEP 2000)
50.	52.244-6	Subcontracts for Commercial Items and Commercial Components (MAR 2001)
51.	52.246-25	Limitation of Liability--Services (FEB 1997)
52.	52.249-6	Termination--Cost Reimbursement (SEP 1996) Alternate I (SEP 1996)
53.	52.253-1	Computer Generated Forms (JAN 1991)

B. Department of Health and Human Services Acquisition Regulations (HHSAR) (48 CFR Chapter 3) Clauses

<u>No.</u>	<u>Clause No.</u>	<u>Title and Date</u>
1.	352.202-1	Definitions (APR 1984)
2.	352.215-12	Restriction of Disclosure and Use of Data (APR 1984)
3.	352.224-70	Confidentiality of Information (APR 1984)
4.	352.228-7	Insurance Liability to Third Persons (DEC 1991)
5.	352.232-9	Withholding of Contract Payments (APR 1984)
6.	352.233-70	Litigation and Claims (APR 1984)
7.	352.242-71	Final Decisions on Audit Findings (APR 1984)
8.	352.249-14	Excusable Delays (APR 1984)
9.	352.270-6	Publication and Publicity (JUL 1991)
10.	352.370-7	Paperwork Reduction Act (APR 1984)

SECTION J

LIST OF ATTACHMENTS

<u>Attachment</u>	<u>Title</u>
Attachment A	Washington, DC Metropolitan Area Government Wellness/Fitness Facilities and Hours of Operation
Attachment B	Disclosure of Lobbying Activities, SF LLL
Attachment C	Past Performance Evaluation Survey
Attachment D	Format for Submitting Cost/Price Proposals When Cost or Pricing Data Are Required
Attachment E	SDB Participation Plan

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

1. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
2. FAR 52.204-3 Taxpayer Identification
3. FAR 52.204-5 Women-Owned Business (Other than Small Business)
4. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
5. FAR 52.219-1 Small Business Program Representations
6. FAR 52.222-22 Previous Contracts and Compliance Reports
7. FAR 52.222-25 Affirmative Action Compliance
8. FAR 52.223-13 Certification of Toxic Chemical Release Reporting
9. FAR 52.227-6 Royalty Information.
10. FAR 52.230-1 Cost Accounting Standards Notices and Certification
11. FAR 15.406-2 Certification of Current Costs or Price Data

TO BE COMPLETED BY THE OFFEROR (the Representations and Certifications must be executed by an individual authorized to bind the Offeror):

The Offeror makes the following Representations and Certifications as part of its proposal (check or complete all appropriate boxes or blanks on the following pages).

(Name of Offeror)

DFOH-152(1)-NAHC
(Solicitation Number)

(Signature of Authorized Individual)

(Date)

(Typed Name of Authorized Individual)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.1. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2. FAR 52.204-3 Taxpayer Identification (Oct 1998)

- (a) Definitions. "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors are required to submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched to the IRS records to verify the accuracy of the Offeror's TIN.
- (d) Taxpayer Identification Number (TIN).

____ TIN: _____

____ TIN has been applied for.

____ TIN is not required because:

____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the United States;

____ Offeror is an agency or instrumentality of a foreign government;

____ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

- _____ Sole proprietorship;
- _____ Partnership;
- _____ Corporate entity (not tax-exempt);
- _____ Corporate entity (tax-exempt);
- _____ Government entity (Federal, State, or local);
- _____ Foreign government;
- _____ International organization per 26 CFR 1.6049-4;
- _____ Other _____.

(f) Common Parent.

- _____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

_____ Name and TIN of common parent:

Name _____

TIN _____

K.3. FAR 52.204-5 Woman-Owned Business (Other Than Small Business) (MAY 1999)

- (a) Definition. “Women-owned business concern,” as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation (complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph of (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation). The Offeror represents that it _____ is a women-owned business concern.

K.4. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (JAN 2001)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

- (i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

- (ii) (A) The Offeror aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [] has not [] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws—

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the Offeror has responded affirmatively, the Offeror shall provided additional information if requested by the Contracting Officer; and

- (iii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5. FAR 52.219-1 Small Business Program Representations (MAR 2001)

- (a)
 - (1) The North American Industry Classification System (NAICS) code for this acquisition is 713940.
 - (2) The small business size standard is \$5 Million.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The Offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents, for general statistical purposes, as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (5) (Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The Offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) (Complete only if Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents, as part of its offer, that—
 - (i) It ☐ is, ☐ is not a HUBZONE small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision—

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(6).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern -

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for

small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall –
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6. FAR 52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)

The Offeror represents that–

- (a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It() has, () has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.7. FAR 52.222-25 Affirmative Action Compliance. (APR 1984)

The Offeror represents that–

- (a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.8. FAR 52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 2000)

- (a) Submission of this certification is a prerequisite for making or entering into this contract

imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the Offeror certifies that—

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*
 - ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
 - ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

- [] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.9. FAR 52.227-6 Royalty Information. (APR 1984)

- (a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:
- (1) Name and address of licensor.
 - (2) Date of license agreement.
 - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
 - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
 - (5) Percentage or dollar rate of royalty per unit.
 - (6) Unit price of contract item.
 - (7) Number of units.
 - (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the Offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K.10. FAR 52.230-1 Cost Accounting Standards Notices and Certification (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement--Cost Accounting Practices and Certification

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absences of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:

_____ (1) Certificate of Concurrent Submission of Disclosure Statement.

The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

_____ (2) Certificate of Previously Submitted Disclosure Statement.

The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing its proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

_____ (3) Certificate of Monetary Exemption.

The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

_____ (4) Certificate of Interim Exemption.

The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards--Eligibility for Modified Contract Coverage

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

_____ The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

CAUTION: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contract and subcontracts.

_____ Yes _____ No

K.11. FAR 15.406-2 Certification of Current Cost or Pricing Data

Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR Subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's Representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advanced agreements and forward pricing rate agreements between the Offeror and the Government that are a part of the proposal.

FIRM _____

SIGNATURE _____

NAME _____

TITLE _____

DATE OF EXECUTION*** _____

*Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP Number).

**Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of the agreement on price.

***Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1. FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation provision at the following address:

<http://www.arnet.gov/far/facframe.html>

A. Federal Acquisition Regulations (FAR) (48 CFR Chapter 1) Contract Provisions

No.	Provision No.	Title and Date
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1.	52.204-6	Data Universal Numbering System (DUNS) Number (JUN 1999)
2.	52.215-1	Instructions to Offerors – Competitive Acquisition (MAR 2001) Alternative I (OCT 1997)
3.	52.215-16	Facilities Capital Cost of Money (OCT 1997)
4.	52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997)
5.	52.216-27	Single or Multiple Awards (OCT 1995)
6.	52.219-24	Small Disadvantaged Business Participation Program – Targets (OCT 2000)
7.	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
8.	52.232-38	Submission of Electronic Funds Transfer Information with Offer (MAY 1999)

L.2. FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Labor-Hour contract.

L.3. FAR 52.233-2 Service of Protest (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Department of Health and Human Services, Health Resources and Services Administration, Contract

Operations Branch, 5600 Fishers Lane, Room 13A-19, Rockville, Maryland 20857,
Attention: Contracting Officer.

- (b) The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

L.4. Smoke-Free Workplace

PHS strongly encourages all grant and contract recipients to provide a smoke-free workplace and to promote the nonuse of tobacco products. In addition, Public Law 103-227, the Pro-Children Act of 1994, prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care health care or early childhood development services are provided to children.

L.5. Representations and Certifications

A complete and executed copy of Section K – Representations, Certifications and Other Statements of Offerors, must be included as a separate section of the Offeror’s business proposal (Refer to Section L.7.B.2.).

L.6. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)

The Offeror should note that Standard Form LLL, “Disclosure of Lobbying Activities” has been included for use in accordance with FAR 52.203-11 entitled, “Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions” (APR 1991). The provision has been included in full text in Section K.1. of this RFP. The Standard Form LLL is in Section J, Attachment B.

L.7. General Proposal Instructions

The following instructions establish the acceptable minimum requirements for the format and content of proposals. Offerors are directed to the requirements for technical and business proposals to be submitted in accordance with the following instructions.

Technical and business proposals shall be submitted separately and clearly labeled, “Technical Proposal” and “Business Proposal.” Each of the proposals shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other.

A. Volume I - Technical Proposal must include the following:

1. A transmittal letter which contains a statement indicating that your response is based upon all of the terms and conditions contained in the solicitation document. In addition, it must contain a statement to the effect that the proposal acceptance period is **90 days** from the date of receipt by the Government. The transmittal letter must be signed by an official authorized to bind the Offeror's organization.
2. A current resume **AND** a technical narrative which shall not be more than two (2) pages on 8.5" x 11" paper, with 1" margins and a 12 point, commonly used font such as Courier or Times Roman. The technical narrative shall address:
 - a. Demonstrate a clear understanding of FOH's Wellness/Fitness Program goals and objectives to be accomplished under this acquisition.
 - b. The extent to which the Offeror's education and current experience, as cited in their resume, pertains to the requirements as detailed in Section C, Statement of Work.
3. Past Performance Information--a list of prior positions and employers which encompasses the proposed individual's work experience for the last three (3) years. The following information shall be provided for each past performance reference:
 - a. Name, address, FAX and telephone number of each reference.
 - b. Job title or description and length of service/assignment.
 - c. Discussion of the similarities and differences between the proposed effort and the previous service/assignment.
 - d. Discussion of any terminations over the past 3 years and explain why such actions were taken.

Offerors will be evaluated on their performance under existing and prior employment for relevant services. The Government will focus on information that demonstrates quality of performance relative to the acquisition under consideration.

The Government is not required to contact all references provided by the Offeror. Also, references other than those identified by the Offeror may be contacts by the Government to obtain additional information that will be used in the evaluation of the Offeror's Past Performance. Information/evaluation of Past Performance will

be randomly requested from references or other sources known to the Government utilizing the Past Performance Information Survey Questionnaire provided in Section J, Attachment C.

Offerors will have an opportunity to discuss negative Past Performance information obtained from references. However, names and individuals providing reference information about the Offeror's Past Performance shall not be disclosed.

B. Oral Presentation

Offerors who submit a proposal which meets the minimum mandatory requirements listed in Section C.4.1. **and** is determined to be in the competitive range, will be contacted for Oral Presentations. The Oral Presentations will consist of verbal responses to a set of standard questions relative to provision of Wellness/Fitness Services. Offerors' responses will be subjectively evaluated and scored. The Oral Presentation score will be added to the score of the written technical proposal for a final combined technical score.

C. Volume II - Business Proposal must include the following:

1. A completed Schedule B and Section J, Attachment D. Supporting documentation shall also be included which fully supports the fixed fully loaded hourly rates, in sufficient detail to allow a complete cost realism analysis which establishes the reasonableness of the proposed costs. Guidelines for completing Section J, Attachment D have been included.

At the time of issuance of this solicitation, the Government has a need for one (1) Wellness/Fitness Coordinator; two (2) Wellness/Fitness Associates; and one (1) Exercise Leader Professional Services based upon the number of hours provided in Section B.2. of this document. Proposals which offer less than the number of hours specified in Section B.2., will be considered if a need for such services develops in the Washington, DC Metropolitan Area within 90 days of receipt of proposals. Offerors must include a statement in their business proposal stipulating the Wellness/Fitness Professional Service(s) for which they wish to be considered **and** the basis on which proposals shall be considered (i.e., full-time, part-time, or both) for contract award.

2. A completed copy of the Standard Form 33 and a complete set of Section K, Representations, Certifications and Other Statements of Offerors.

3. Additional Instructions for Responding Business Entities:

- a. For direct labor, Offerors, who are business entities, are required to provide copies of payroll records. As an alternative to actual payroll records, the Chief Financial Officer, Controller, or primary individual in charge of accounting/finance shall provide a separate letter, as part of the business proposal, identifying and certifying the proposed rates.

For proposed labor rate increases, the Offeror shall provide a rationale for the proposed increases. At a minimum, the Offeror shall provide a statement or analysis explaining their organization's historical salary increases.

- b. If the organization does not have an established indirect cost rate, supporting information for any quoted rate should be submitted. Indirect cost rates proposed for on-site work (work performed at Government-provided location) should be indicated clearly and applied to the budget calculation. Upon request, all Offerors, including those Offerors with negotiated rate agreements, should be prepared to provide detailed information utilized in the development of the indirect cost pools and associates cost elements.

4. Additional Instructions for Self-Employed Individuals:

Cost elements which do not apply to business proposals submitted by individuals who are self-employed should be annotated as N/A (not applicable) and a rationale explaining the non-applicability of the cost element shall be included.

5. Administrative and Management Data

The information detailed below must be included in the business proposal of all Offerors submitting proposal(s) in response to any of the requirements of this solicitation.

- a. The Offeror, at a minimum, must submit the following information in sufficient detail to allow a complete analysis of the Offeror's management capabilities and responsibility:
- b. Financial capability to perform the scope of work.
- c. Capability to meet delivery or performance schedules.
- d. Copy of the current agreement on indirect cost rates, if applicable.

- e. Discussion on the extent of proposed subcontracting with small, disadvantaged, and woman-owned business enterprises.
- f. The management and control of Government-owned property must be in accordance with the HHS Publication OS74-115 entitled, "Control of Property in Possession of Contractors."
- g. In order to determine the financial capability of the Offeror, the following information shall be provided:
 - (1) If applicable, the point of contact, name, and address of the cognizant Government audit agency.
 - (2) Copy of the most recent audited financial statements. If audited statements do not exist, copies of the past three (3) years of IRS Federal Tax Filings should be submitted.
 - (3) Copy of the most recent audit conducted in accordance with OMB A-133 or OMB A-21, if applicable.
 - (4) A description of the Offeror's accounting system and established internal controls. The Offeror may be requested to provide a recent audit which indicates the acceptability of the accounting system and internal controls.
 - (5) Identify any Lines-of-Credit and amounts established with lending institutions (actual letter shall be provided). The Offeror shall be prepared to answer questions concerning financial resources and working capital.
 - (6) Failure to establish financial capability will result in the proposal being excluded from consideration.
 - (7) Other relevant business and administrative information may also be requested by the Government if such information is considered necessary for proposal evaluation.

- C. An original and three (3) copies of Volumes I and II of the Offeror's proposal shall be submitted to:

DHHS/HRSA/DGPM
Contract Operations Branch
Parklawn Bldg., Room 13A-19
5600 Fishers Lane
Rockville, MD 20857
Attention: DFOH-152(1)-NAHC

Note: Due to increased building security, all proposals must be delivered through the Parklawn Building Loading Dock located in the rear of the building on Parklawn Drive. After packages have been scanned, Offerors will be instructed to proceed to Room 13A-19. Offerors are advised to allow sufficient time to go through the Loading Dock and arrive at Room 13A-19 prior to the hour specified in Block Number 9 of the Standard Form 33 (Face Page of the Solicitation Document).

- D. It is understood that the Offeror's proposal shall become a part of the official contract file.
- E. The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section L and M of this solicitation.
- F. This solicitation does not commit the Government to pay any cost for preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition.
- G. Any resultant contract shall include all clauses applicable to the type of contract awarded. Copies of clauses may be obtained by contacting the Contracting Officer or by downloading them from the Internet address provided under Section L.1.

L.8. Alternate Proposals

Offerors may, at their discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, however, that they also submit a proposal for performance of the work specified in the statement of work. These proposals may be considered if overall performance would be improved or not compromised, and if they are in the best interest of the Government. Alternate proposals, or deviations from any requirement of this solicitation, must be clearly identified.

L.9. Small Disadvantaged Business Participation Plan

- A. In accordance with FAR Part 15.304(c)4, the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract shall be evaluated. The plan entitled, Small Disadvantaged Business Participation Plan (Refer to Section J, Attachment D) will be evaluated in accordance with in Section M of this solicitation. If targets are proposed, they will be incorporated into, and become part of, any resulting contract.
- B. Offerors shall submit information on SDB participation in one clearly marked section of their business proposal. (NOTE: This is a separate requirement from that of a Subcontracting Plan). The SDB plan describes the extent of participation of SDB concerns in performance of the contract. This can include joint ventures, teaming arrangements, subcontracts and participation in performance of the contract expected to be performed by SDB concerns at the prime contract level. Offerors must include in their plan the information that addresses the subfactors entitled "Small Disadvantaged Business Participation Factor" in Section M.
- C. SDB participation information will be used as an evaluation factor against which Offerors' relative rankings will be compared to assure the best value to the Government. If subcontractors are proposed, Offerors shall include a commitment letter from the subcontractor detailing the following:
 - 1. Willingness to perform as a subcontractor for specific duties (list the duties).
 - 2. What priority the work will be given and how it will relate to other work.
 - 3. The amount of time and facilities available to this project.
 - 4. Information on their cognizant field audit offices.
 - 5. How rights to publications and patents are to be handled.
 - 6. A complete cost proposal in the same format as the Offeror's cost proposal.
 - 7. For each subcontract over \$500,000, the support should provide a listing by source, item, quantity, price, type of subcontract, degree of competition, and bases for establishing source and reasonableness of price, as well as the result of review and evaluation of subcontract proposals when required.
- D. The Offeror's Small Disadvantaged Business (SDB) Participation Plan will be evaluated before determination of the competitive range.

- E. The evaluation of the Offeror's SDB Participation Plan will be based on information obtained from the plan provided by the Offeror (which should contain information as detailed in FAR Part 19.1202-3, such as to the extent to which SDB concerns are specifically identified, the extent of commitment to use SDB concerns (for example, enforceable commitments are to be weighted more heavily than non-enforceable commitments), the complexity and variety of the work SDB concerns are to perform, the realism of the proposal, past performance of Offerors in complying with subcontracting plan goals for SDB concerns, and the extent of participation of SDB concerns in terms of the value of the total acquisition, other relevant information obtained from SDB concerns, and any information supplied by the Offeror concerning problems encountered in SDB participation.

Evaluation of the SDB Participation Plan will be a subjective assessment based on consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the Offeror has demonstrated a commitment to use SDB concerns for the work that it intends to perform as the prime Contractor.

The assessment of the Offeror's SDB Participation Plan will be used as a means of evaluating the relative capability and commitment of the Offeror and the other competitors. Thus, an Offeror with an exceptional record of participation with SDB concerns may receive a more favorable evaluation than another whose record is acceptable. In order for a small disadvantaged business concern submitting a proposal as a prime to receive consideration, it must also offer a SDB Participation Subcontracting Plan.

SECTION M

EVALUATION FACTORS FOR AWARD

M.1. General

In order for proposals to be considered acceptable and eligible for evaluation, they must be prepared in accordance with, and in compliance with, the instructions provided in Section L of this solicitation.

Proposals which merely offer to conduct a program in accordance with the requirements of the Government's statement of work will not be considered technically acceptable or eligible for an award.

M.2. Award/Selection Criteria

A. Award

The technical proposal (including the SDB Participation Plan) will receive paramount consideration in the selection of the contractor(s) for this acquisition, although past performance and cost/price will also be considered. In the event that the technical evaluation reveals that two or more Offerors have submitted technically equivalent proposals, then the past performance and cost/price will become paramount. In any event, the Government reserves the right to make an award(s) which will be most advantageous to the Government, considering technical merit, cost, and other factors.

B. Multiple Awards

The Government reserves the right to make the following types of contract awards, as a result of this solicitation, for up to 90 days after receipt of proposals:

1. One contract award for the entire range of Wellness/Fitness Professional services required under Section C of the solicitation,
2. Individual contract awards for any element of Wellness/Fitness Professional services,
3. Any combination of awards, or
4. No awards.

C. Selection

1. The acceptability or unacceptability of the technical portion of each Offeror's proposal will be based upon an evaluation by a Technical Evaluation Panel (TEP). The TEP will evaluate each proposal in strict conformity with the evaluation criteria of the solicitation, utilizing point scores and written critiques. The TEP may request that the Contracting Officer obtain clarifying information from an Offeror.
2. The Contracting Officer will evaluate past performance information independent of the evaluation of technical proposals and will be conducted on those Offerors determined to be technically acceptable. Past performance will be evaluated in accordance with Section M.
3. The Contracting Officer/Specialist will, in concert with program staff, decide which proposals are in the competitive range. Based on the ratings of each proposal against all evaluation criteria, the Contracting Officer may establish a competitive range comprised of all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency (if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit the efficient competition among the most highly rated proposals).

Oral Presentations will be conducted with those Offerors determined to be in the competitive range. Oral Presentations will be subjectively evaluated and scored. This score will be combined with the score of the written technical proposal for the Offeror's final technical score.

It is intended that oral or written discussions will be conducted with all Offerors in the competitive range. All aspects of the proposals are subject to discussions, including cost, technical approach, and contractual terms and conditions. However, the Government reserves the right to make award without further discussions of the proposals received. Therefore, it is important that your proposal be submitted initially on the most favorable terms from both the technical and cost standpoints.

M.3. Technical Evaluation

The technical evaluation will be based on the demonstrated capabilities of the Offerors in relation to the needs of the project as set forth in the solicitation. The merits of the proposal will be evaluated carefully based upon the following evaluation criteria:

A. Part One--Minimum Mandatory Qualifications

To be eligible for consideration, the proposed individual(s) must meet the required educational and experience requirements stated in Section C.4.1. Position Specific Qualifications. These mandatory qualifications are also provided below:

1. Wellness/Fitness Coordinator

- a. Educational--Wellness/Fitness Professional with a Bachelors Degree in a physical health related field or equivalent education and experience. FOH defines equivalent education and experience to be five (5) years of experience in the wellness/fitness field and three (3) acceptable wellness/fitness certifications (refer to Section C.4.) Note: In some instances, the Wellness/Fitness Coordinator may be required to have a Masters Degree to fulfill FOH's contract with the customer agency.
- b. Certifications--CPR and Wellness/Fitness
- c. Experience--One (1) year experience in Wellness/Fitness Management in corporate or health club wellness/fitness

2. Wellness/Fitness Associate

- a. Wellness/Fitness Professional that has educational training in a Wellness/Fitness related field from a state or nationally recognized institution.
- b. Certifications--CPR and Wellness/Fitness

3. Exercise Leader

- a. Certifications--CPR and Group Exercise Instruction

B. Part Two--Technical Evaluation

Proposal submissions which have been determined to meet the above mandatory qualifications will be further evaluated based upon the following technical evaluation criteria:

- | | | |
|----|---|------------------|
| 1. | Training /Experience | 21 Points |
| | a. Training or experience in fitness assessments and exercise prescriptions | |
| | b. Qualified to teach various types and levels of group exercise classes | |
| 2. | Education | 15 Points |
| | a. Masters Degree | |
| | b. Bachelors Degree | |
| | c. National Certification | |
| 3. | Oral Presentation | <u>27 Points</u> |
| | Total Points | 63 Points |

NOTE: The technical evaluation criteria 1 through 3 (63 points) will be evaluated by a Technical Evaluation Panel (TEP), who will also recommend the technical acceptability or unacceptability of the proposal; criteria 4 entitled, "Small Disadvantaged Business Participation Plan" (5 additional points) will be evaluated by HRSA staff. The SDB Participation plan will be evaluated prior to determining the competitive range. In order to receive additional consideration for submission of a SDB Participation Plan: (a) Large businesses must propose SDB(s) who are determined to be SDB(s) for the tasks they are proposed to accomplish; and (b) Small disadvantaged businesses, responding to this solicitation as a prime contractor, must also submit a SDB Participation Subcontracting Plan.

4. Small Disadvantaged Business Participation Plan (5 points)

The evaluation will be based on information obtained from the plan provided by the Offeror, sources of past performance information (both those provided by the Offeror and others identified by the Government), the realism of the proposal, other relevant information obtained from SDB concerns, and any information supplied by the Offeror concerning problems encountered in SDB participation.

The evaluation of the SDB Participation Plan will be a subjective assessment based on consideration of all relevant facts and circumstances. The Government is seeking to determine whether the Offeror has demonstrated a commitment to use SDB concerns for

the work that it intends to perform as the prime Contractor.

The assessment of the Offeror's SDB Participation Plan will be used as a means of evaluating the relative capability and commitment of the Offeror and the other competitors.

Offerors will be evaluated on the following weighted subfactors:

- a. Commitment to use SDB(s) (2 points)

The extent of an Offeror's commitment to use SDB concerns. Commitment should be as specific as possible, i.e., are subcontract arrangements already in place, letters of commitment, etc. Specific SDB concerns must be identified with points of contact and telephone numbers. Enforceable commitments will be weighted more heavily than non-enforceable commitments. Targets expressed as dollars and/or percentage of total contract value for each SDB participating will be incorporated into and become part of any resulting contract. The extent of participation of all SDB concerns in terms of the value of the total acquisition must be identified.

NOTE: Targets as expressed in dollars and/or percentages of total contract value will be judged based on findings of technical merit by the Technical Evaluation Panel, and on findings by the Contracting Officer that proposed costs are fair, reasonable, and realistic. Additional points will not be given simply for higher dollars or percentages of work going to SDBs.

- b. Complexity and Variety of Work (1 point)

Greater weight will be given for arrangements where the SDB concern shall be performing a greater variety of work, and work of greater complexity.

- c. Cost/Price Reasonableness (1 point)

Proposed Cost/Price will be evaluated to determine fairness, reasonableness, and realism of costs proposed by SDBs for the work they will perform.

- d. Past Performance (1 point)

Past performance of the Offeror in complying with subcontracting plans for SDB concerns. An Offeror with an exceptional record of participation with SDB concerns will receive a more favorable evaluation than another whose record is acceptable.

M.4. Past Performance Evaluation

a. General

The Offeror's past performance will be evaluated after completion of the technical evaluation. Only those Offerors who meet the mandatory qualification requirements and are determined to be technically acceptable will be evaluated for Past Performance.

The Past Performance evaluation will be based on information obtained from references provided by the Offeror, as well as other relevant past performance information obtained from other sources known to the Government. In the event the Government receives a proposal from an Offeror who does not have a Past Performance record, the Government will assess a "neutral" Past Performance rating (as shown in the evaluation scheme below).

The Government will assess the relative risks associated with each technically acceptable Offeror. Performance risks are those associated with an Offeror's likelihood of success in performing the acquisition requirements as indicated by the Offeror's record of Past Performance.

The assessment of performance risk is not intended to be the product of a mechanical or mathematical analysis of an Offeror's performance on a list of contracts, but rather the product of subjective judgement by the Government after it considers all available and relevant information.

b. Evaluation Scheme

When assessing performance risks, the Government will focus on the past performance of the Offeror as it relates to all acquisition requirements, such as cost, schedule and performance, including standards of good workmanship; adherence to contract schedules, including the administrative aspects of performance; reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and a business-like concern for the interest of the customer. The following past performance ratings shall apply:

+2	<u>Excellent</u>	Based on the Offeror's performance record, no doubt exists that the Offeror will successfully perform the required effort. A significant majority of sources of information are consistently firm in stating that the Offeror's performance was superior and that they would unhesitatingly do business with the Offeror again.
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+1	<u>Good</u>	Based on the Offerors performance record, little doubt exists that the Offeror will successfully perform the required effort. Most sources of information state that the Offeror's performance was good, better than average, etc., that they would do business with the Offeror again.
0	<u>None</u>	No past performance history identifiable - neutral rating.
-1	<u>Marginal</u>	Based on the Offeror's performance record, some doubt exists that the Offeror will successfully perform the required effort. Many sources of information make unfavorable reports about the Offeror's performance and express concern about doing business with the Offeror again.
-2	<u>Poor</u>	Based on the Offeror's performance record, serious doubt exists that the Offeror will successfully perform the required effort. A significant majority of sources of information consistently stated that the Offeror's performance was entirely unsatisfactory and that they would not do business with the Offeror again.

Past Performance ratings will be used in conjunction with technical and business proposal evaluation to determine the competitive range.

M.5. FAR 52.217-5 Evaluation of Options (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).